

The Commonwealth of Massachusetts

DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

BLACKSTONE GAS COMPANY D.T.E. 05-49

FIRST SET OF INFORMATION REQUESTS OF THE DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY TO BLACKSTONE GAS COMPANY

Pursuant to 220 C.M.R. § 1.06(6)(c), the Department of Telecommunications and Energy ("Department") submits to Blackstone Gas Company ("Blackstone" or "Company") the following Information Requests:

INSTRUCTIONS

The following instructions apply to this set of Information Requests and all subsequent Information Requests issued by the Department to the Company in this proceeding.

- 1. Each request should be answered in writing on a separate, three-hole punch page with a recitation of the request, a reference to the request number, the docket number of the case and the name of the person responsible for the answer.
- 2. Do not wait for all answers to be completed before supplying answers. Provide the answers as they are completed.
- 3. These requests shall be deemed continuing so as to require further supplemental responses if the Company or its witness receives or generates additional information within the scope of these requests between the time of the original response and the close of the record in this proceeding.
- 4. The term "provide complete and detailed documentation" means:

Provide all data, assumptions and calculations relied upon. Provide the source of and basis for all data and assumptions employed. Include all studies, reports and planning documents from which data, estimates or assumptions were drawn and support for how the data or assumptions were used in developing the projections or estimates. Provide and explain all supporting work-papers.

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- 5. The term "document" is used in its broadest sense and includes, without limitation, writings, drawings, graphs, charts, photographs, phono-records, microfilm, microfiche, computer printouts, correspondence, handwritten notes, records or reports, bills, checks, articles from journals or other sources and other data compilations from which information can be obtained and all copies of such documents that bear notations or other markings that differentiate such copies from the original.
- 6. If any one of these requests is ambiguous, notify the Hearing Officer so that the request may be clarified prior to the preparation of a written response.
- 7. Please file one copy of the responses with Mary L. Cottrell, Secretary of the Department and on all parties; also submit one (1) copy of the responses to John J. Geary, Hearing Officer; one (1) copy of the responses to Andreas Thanos, Assistant Director, Gas Division; one (1) copy of the responses to Cynthia Bradbury, Analyst, Gas Division; and one (1) copy of the responses to Elizabeth Jackson, Analyst, Gas Division.
- 8. In addition to filings, all non-proprietary responses should be submitted by e-mail to dte.efiling@state.ma.us and to the e-mail address of any party required to be served.
- 9. Responses are due on or before September 16, 2005.

INFORMATION REQUESTS

- DTE 1-1 Please explain how the Company selected the potential bidders or wholesale marketers who were issued the request for proposals ("RFP").
- DTE 1-2 Please describe in detail how Blackstone's RFP was fair, open, and transparent.
- Please indicate whether any bidders, potential bidders, or wholesale marketers objected to the RFP process regarding its fairness, openness, and transparency. If any objections were received, explain how Blackstone resolved them.
- DTE 1-4 Please outline Blackstone's portfolio objectives in the Company's most recent forecast and supply plan approved by the Department. Discuss in detail how Blackstone's proposed contract with Amerada Hess Corporation ("Amerada") is consistent with these objectives.
- DTE 1-5 Please discuss in detail how the proposed contract with Amerada is consistent with the public interest in terms of ensuring (1) flexibility of nominations and (2) reliability and diversity of supplies.

- Please refer to the "Confidential Report" under the Supplier B (with Amerada being Supplier A). Provide examples and complete breakdowns (including all supporting data, assumptions, etc.) of any additional balancing and pipeline charges that would be paid by Blackstone.
- Please refer to the Confidential Report under the Amerada (Supplier A) section. For (a) and (b) below, explain the statement that "[Amerada] indicated that Blackstone could fix the price for some or all of its supply in the future upon mutual agreement."
 - (a) Is this agreement contained in the current contract? If so, please indicate where.
 - (b) If this agreement is not contained in the contract, how would it protect the Company's customers from "extremely high prices and volatility?"
- DTE 1-8 Does the proposed Amerada contract provide for load loss?